

# FORM THROUGH TIME

HIGHLIGHTS CATALOGUE

13TH MARCH 2025

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# FORM THROUGH TIME

THURSDAY  
13 MARCH 2024  
AT 1PM

Sale Number **LT807**

Lyon & Turnbull  
33 Broughton Place  
**EDINBURGH** EH1 3RR

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22 Connaught Street London W2 2AF  
Tuesday 11 March, 10am-4pm  
Wednesday 12 March, 10am-4pm

## **HIGHLIGHTS CATALOGUE**

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2

**KETTLE HANGING HOOK, JIZAI-KAGI****JAPAN, MEIJI PERIOD, SECOND HALF OF THE 19TH CENTURY**

carved keyaki wood, a J-shaped form topped with a pointed "roof"

46 x 35 x 11.5cm

**Provenance:** Private collection, London, United Kingdom, acquired from the below  
Frantz Dufour, Galerie Kanem, Paris**Note:** The present example, known as a *jizaikagi*, is the hook from which an iron kettle for making tea was suspended. It was traditionally hung in the centre of the main room of a Japanese house of the Meiji period, above an open hearth in which a fire was constantly lit.

Because the hearth was always visible, this utilitarian item evolved into a decorative piece. Wealthy individuals sought out impressive designs crafted from high-quality wood, carefully shaped and polished.

**£800-1,200**



11

**ABORIGINAL PARRYING SHIELD, EARLY-MID 19TH CENTURY  
VICTORIA AUSTRALIA**

carved hardwood, of triangular form, with an integral handle, the exterior adorned with zigzag motifs accentuated with white clay

93.4cm long

**Provenance:** Property from Penicuik House, Midlothian, acquired mid-19th century

**Note:** For a similar example collected in south-eastern Australia prior to 1839 please see: The British Museum, London, accession number Oc1839, 1012.3.

**£10,000-15,000**

Artists from southeastern Australia traditionally crafted narrow and compact parrying shields, like the present example, which were employed in close combat to deflect blows from fighting clubs and other handheld weapons. These parrying shields were typically held by a handle positioned on the left side, with their narrow edge facing the opponent. Adorned with a series of engraved zigzag patterns, “a symphony of lines” (Jones, 2015, p. 74), these shields not only served a defensive function but were also rich in symbolic and cultural significance.

Beyond their use in combat, these shields acted as visual expressions of identity and tradition, with their engraved motifs and geometric patterns, reflecting the distinct artistic styles of the region’s communities. The intricate carving of these shields demanded exceptional craftsmanship, with artisans meticulously shaping the hardwood and etching traditional patterns using age-old techniques. This artistic process was both practical and symbolic, highlighting the inseparable link between utility and art. Although little historical information survives regarding the symbolic meaning of the designs, it is believed that they may represent emblems tied to the owner’s group or dreamings, ancestral beings whose actions shaped the landscape during the Dreaming, a primordial period of creation.











24

**DOUBLE NECKREST****POSSIBLY GURAGE PEOPLES, ETHIOPIA**

carved wood, of rectangular form, featuring two separate supports, rich patination

46cm long

**Provenance:** Private collection, London, United Kingdom, acquired from the below  
Bryan Reeves, London**Note:** The oldest preserved headrests on the African continent were discovered in Egypt and are believed to date back to the Second and Third Dynasties of the Old Kingdom around the mid-late third millennium B.C. Many of these ancient Egyptian headrest designs, especially the solid block-shaped rests, share similarities with East African headrests created approximately five thousand years later.

Distinguished by its bold character, the present example is particularly notable for its highly unusual "double pillow" construction.

**£250-350**



25

**NECKREST, KALI LALONI****TONGA**

sculpted wood, the gently curving, two-tone pillow seamlessly connects to broad legs through two triangular wedges carved beneath, each fitting into V-shaped notches at the top of the paired legs

40cm wide

**Provenance:** Marquis Joseph-Fidèle-Eugène du Bouzet (1805-1867), acquired in situ between 1838 and 1840

Peter Petrou, London

Private collection, United Kingdom, acquired from the above

£3,000-5,000







This chiefs neckrest from 19th century Tonga is a beautifully harmonised example of the traditional carvers craft.

Tongan neckrests, with their minimalist, ergonomic forms crafted from single pieces of wood, have had a lasting influence on modern and contemporary design. Their streamlined construction and functional elegance encouraged designers to embrace simplicity, using organic shapes that prioritise both form and utility. Among those

influenced was British designer Gerald Summers, known for his innovative, modernist approach. Captivated by the seamless construction of Tongan neckrests, Summers sought to distill furniture to its essentials, creating clean, organic forms with no excess material. His iconic “Bent Plywood” furniture, particularly the armchairs, captures the same simplicity and elegance that defines the Tongan aesthetic.







33

**ZULU STAFF ATTRIBUTED TO THE MASTER OF THE LARGE EYES**  
**SOUTH AFRICA, 19TH CENTURY**

carved wood, the staff leading to an exceptionally finely carved standing figure, depicted with a slight paunch, arms held at the sides, the distinctive facial features including wide oval eyes dominating the face, framing a broad nose with an open mouth below, raised on a bespoke mount

27cm high

**Provenance:** Colin Henshaw, Scotland  
 Bernice and Terry Pethica, United Kingdom

**Published:** Conru, *African and Oceanic Art*, 2004

Klopper, Nettleton and Pethica, *The Art of Southern Africa, The Terence Pethica Collection* 2007, n° 31

**£1,000-1,500**

“As early as the mid to late nineteenth century, several Zulu carvers living in the Pietermaritzburg and Durban areas of the Colony of Natal began to produce figurative staffs and statuettes inspired by the example of migrant Tsonga sculptors familiar with the tradition of carving didactic works for use in initiation lodges. Because of their close proximity to major colonial centres, these Zulu carvers adapted their skills to serve different markets. Many made works for European buyers while at the same time producing staffs for

local African elites. Examples like this one were presumably made for sale either to chiefs or to comparatively wealthy household heads. Although it is not clear precisely what function these staffs might have served, it is fair to assume that they were carried at public functions like weddings and celebrations in honour of the ancestors. As such, these staffs would have drawn attention to the wealth and/or status of the owner.” (Klopper, Nettleton and Pethica 2007)

34

**FINE STAFF FINIAL**  
**LIKELY EASTERN CAPE, SOUTH AFRICA, C. LATE**  
**19TH CENTURY**

carved wood and beadwork, raised on a bespoke mount

39.6cm high

**Provenance:** Private collection, New York, acquired 1880  
 Kevin Conru, Brussels  
 Bernice and Terry Pethica, London

**Published:** Klopper, Nettleton and Pethica, *The Art of Southern Africa, The Terence Pethica Collection* 2007, n° 112

**£4,000-6,000**

“This finial depicting a young, nubile girl presumably comes from a staff that once belonged to a chief or local leader. Her collar and apron are typical of the garments formerly worn by female initiates from this region in both the techniques employed to string the beads and their colour. Puberty rituals like those practised by Xhosa-speaking and other southern African communities played an important role affirming the continuity of the group by celebrating female fertility. As the robust carving of the figurine’s legs suggest,

the highly accomplished carver who produced this staff had a very sensitive understanding of indigenous notions of beauty, which favoured a firm but full-bodied image of ideal womanhood. His careful attention to balancing the sculptural forms of the figurine provides further evidence of his carving skills, as do the delicately carved facial features and the dome-like form of the head. Together, these details infuse the work with a remarkable, youthful vitality.”

(Klopper, Nettleton and Pethica 2007).



42

**LARGE YOMBE ANCESTOR FIGURE****DEMOCRATIC REPUBLIC OF CONGO, C. LATE NINETEENTH CENTURY**

carved wood, the figure shown seated and writing in a book, wearing the traditional broad raised coiffure of the Yombe, a hairstyle denoting high status, dressed in a European military coat and shoes, the facial features are highly stylised, with a broad, gently domed forehead and half-closed eyes, lending a serene yet authoritative expression

80cm tall

**Provenance:** Collection of Josef Herman (1911-2000), Suffolk, United Kingdom

Monika Wengraf-Hewitt, London, United Kingdom

Sotheby's, London, *Worlds within Worlds | Works from the Collection of Peter Petrou*, 21st September 2021, lot 73

Private collection, London, United Kingdom, acquired from the above

**£4,000-6,000**











**KANYOK BOWL ATTRIBUTED TO KADYAAT-KALLOOL**  
**DEMOCRATIC REPUBLIC OF CONGO**

carved wood, the nude male figure is depicted holding the bowl between the legs, with the feet projecting forward and the knees bent, the right hand expressively touches the face, while the left hand also holds the bowl, with the arm following the position of the torso, rich patination

26.2cm diameter

**Provenance:** Private collection, France

Loudmer-Poulain, Paris, Arts Primitifs, 19–20 June 1980, lot 316

Collection Morton Dimondstein (1920–2000), Los Angeles

Collection John Rich (1925–2012), Beverly Hills

Joshua Dimondstein, Los Angeles

**£2,000-4,000**

The present Kanyok seated bowl bearer (kabila mboko) can be confidently attributed to the master carver Kadyaat-Kalool (d. 1920). Kalool served as the manindak, or master wood sculptor, at the court of Chief Kabw-Mukalang in Kanda-Kanda, a colonial administrative post situated on the northern outskirts of the Kanyok Kingdom, within the borders of what is now the Democratic Republic of the Congo. Operating within the diverse and multicultural environment of Kanda-Kanda, Kalool developed a distinctive artistic style that merged traditional Kanyok aesthetics with influences from neighbouring cultures. This unique blend reflects the interaction between local traditions and broader regional dynamics.

Kalool's works are renowned for their naturalistic portrayal of human interactions and expressive poses, often capturing intimate or everyday moments. The present seated bowl bearer exemplifies Kalool's artistic mastery, with a striking depiction of the human form. Notably, one hand is delicately placed to the face, adding a distinctive and engaging element to the piece. This work may well be the only known example of a bowl executed by Kalool in this unique manner. It can be compared to other examples attributed to Kadyaat, such as those in the Ethnologisches Museum in Berlin collected by Frobenius in 1904, (accession number IC 23091) and the Royal Museum for Central Africa in Tervuren (acquired before 1918, accession number EO 1948.31).

Kalool's style is emblematic of the Kanda-Kanda workshop, a tradition that has garnered increasing scholarly attention in recent years. In November 2006, Sotheby's New York auctioned a rare couple from the Kanda-Kanda workshop,

part of the William Brill collection, for \$273,000. It has been suggested that the present piece stands out as the most sophisticated and is closest in style to the couple from the former Brill collection.

First identified and described by Frans Olbrechts (who considered Kanyok artworks as a regional manifestation of the Luba style), the earliest first-hand 19th-century information on Kanyok art comes from the Michaux expedition (February -August 1896), which passed through Kanyok territory. While the expedition members stayed in Kanda-Kanda for four days, they did not acquire any pieces in the distinctive Kanda-Kanda style. However, in 1902, the Tervuren Museum received its first artefact in this style, a sculpted folding chair sent by Alexandre Pimpurniaux, a colonial administrator. This acquisition helped establish a clearer timeline for the emergence of the Kanda-Kanda style, which is believed to have developed between 1896 and 1902. However, the identity of Kadyaat-Kalool himself was revealed long after his death through field research conducted by Rik Ceyssens in 1985 in the northern region of the Kanyok territory.

Kalool's legacy, shaped by his significant contributions to the Kanda-Kanda style, continues to be celebrated today. His works are housed in prestigious collections worldwide, including the Museum aan de Stroom in Antwerp and the Musée Barbier-Mueller in Geneva.









### **INUIT THULE FIGURE**

**ST LAWRENCE ISLAND, ALASKA, EARLY 1ST MILLENNIUM A.D.**

carved marine ivory, the figure shown standing, the arms hidden, the head slightly turned and with scarification to the cheeks, raised on a bespoke mount

8.2cm tall

**Provenance:** Private collection, St. Lawrence Island, Alaska

Private collection, Belgium

**Note:** Thule culture, flourishing from approximately 200 B.C. to 1500 A.D., is recognised as the precursor to modern Inuit societies across the Arctic regions. Their artistic expressions are predominantly observed in utilitarian objects such as combs, needle cases, and various utensils, which often feature minimalistic designs and delicate incisions. A notable aspect of Thule artistry is the creation of small, elegantly shaped female figurines, typically carved from ivory or wood. These statuettes are characterised by their elongated forms, broad shoulders with truncated arms, and minimal facial features, often lacking detailed facial carvings. The exact purpose of these figures remains a subject of scholarly debate; some suggest they served as amulets imbued with spiritual significance, while others propose they functioned as dolls, possibly dressed and used in social or ceremonial contexts.

**£3,500-4,500**



C1

**AFRICAN NEOLITHIC GRINDING STONE AND PESTLE**

**CENTRAL SAHARA, C. 4TH – 3RD MILLENNIUM B.C.**

carved sandstone, with a central depression from repeated use, accompanied by an ancient pestle

62 x 40.5 cm

**Provenance:** Private collection, E.H., Bavaria, Germany, acquired 1980s

Rupert Wace, London, United Kingdom

**Exhibited:**

'The Science of Imaginary Solutions', Breese Little, London, 10th June - 17th September 2016

**£400-600**

12,000 years ago, global climate shifts redirected Africa's seasonal monsoons northward, bringing rainfall to a vast expanse of the modern Sahara. This transformation led to the formation of lush watersheds spanning from Egypt to Mauritania, attracting diverse animal life and eventually human settlement. The present piece dates to around 6,000 - 5,000 years before the present day, when a people known as the Tenerian herded, hunted and cultivated crops beside great lakes amidst a savannah environment. The rains departed again around 2,500 B.C., and the Green Sahara became a desert once more, with only artefacts such as this grinding stone left to bear witness to the society which had once flourished.









**NEOLITHIC FLINT DAGGER**

**TYPE IV. NORTHERN GERMANY, C. 2000 - 1800 B.C.**

knapped grey flint, with an elongated leaf shaped blade and thin handle terminating in a fish-tail butt, raised on a bespoke mount  
18.8cm high

**Provenance:** Private collection, northern Germany  
Subsequently part of a Belgian collection

**Note:** This fine blade is an example of the remarkable heights achieved by flint workers in late Neolithic Scandinavia and northern Germany. It dates to c. 2000 – 1800 B.C., aptly named the “Dagger Period”, an era where much of the rest of Europe had already adopted metallurgy. Though fashioned from flint, daggers such as these were inspired by contemporaneous European metal counterparts. During this period, Scandinavia lacked a sustainable supply of copper ore to support a metallurgical industry, so communities were traditionally thought to have lacked the ability, rather than the will, to produce copper daggers. However, recent studies have found that the delicate finishing could only have been completed with the aid of a metal-tipped tool. As such, it appears that the continued use of flint as a medium was made through choice as opposed to necessity. Indeed, even as bronze became very popular, the production of these beautiful flint daggers continued well into the Bronze Age. The common consensus is now that these daggers were a symbol of status. Used to demonstrate prestige or given as gifts. Microwear analysis on these items reveals that they were unlikely to have been used for practical purposes. Rather, the wear was found to be consistent with frequent removal from a protective sheath. They are widely considered to represent the very pinnacle of a European flint working industry that dated back tens of thousands of years.

**£3,000-5,000**



**NEOLITHIC FLINT DAGGER**

**TYPE I. SOUTHERN SCANDINAVIA, C. 2350 B.C.**

knapped light grey flint, of lanceolate form, tapering to a point, raised on a bespoke mount  
22.8cm long

**Provenance:** Private collection, Denmark  
Subsequently part of a Belgian collection

**Note:** Type I flint daggers, characterised by their lanceolate shape, mark the transition from the Stone Age to the Bronze Age in Denmark around 2350 BC. These daggers were influenced by metal dagger designs from cultures such as the Unetice and Bell Beaker groups of Central Europe.

**£1,200-1,800**







69

**THE TOOTH OF A TYRANNOSAURUS-REX**  
**HELL CREEK FORMATION, SOUTH DAKOTA, LATE**  
**CRETACEOUS, C. 67-66 MILLION B.P.**

a well preserved tooth of a *Tyrannosaurus rex*, with fine serration,  
Hell Creek Formation, Maastrichtian, late Cretaceous, c. 67 - 66  
million years b.p., raised on a bespoke mount

9cm tall

**£7,000-9,000**

This impressive *Tyrannosaurus rex* tooth was discovered in Perkins County, located in the north-western region of South Dakota. A sparsely populated area of semi-arid rolling hills, it offers a stark contrast to the prehistoric world in which this tooth once belonged.

The fossil originates from the renowned Hell Creek Formation, a geological treasure trove dating back 68-66 million years, right at the end of the Cretaceous period, just before the mass extinction of the dinosaurs. During this time, the landscape was a lush, subtropical floodplain teeming with life. Fossil discoveries from these beds include a diverse array of dinosaurs, reptiles, mammals, and even marine creatures, painting a vivid picture of a once-thriving

prehistoric ecosystem. *Tyrannosaurus rex* had proportionally massive teeth, with thick, robust crowns covered in heavy enamel and serrations on both edges. Its 60 teeth, reaching up to 20 cm (8 inches) long, combined with an immensely powerful bite, around three times stronger than a lion's, made it a dominant apex predator. Fossil evidence, including bite marks on *Triceratops* and *Edmontosaurus* bones, reveals its ability to crush through bone.

This particular tooth was found within an ancient river channel, among a jumble of animal remains that had been carried downstream by powerful currents and deposited in river bends. It was likely shed naturally as the T. rex replaced its teeth throughout its lifetime.











70

**SEPTARIAN CONCRETION SECTION  
BOOM, BELGIUM, 30 MILLION YEARS B.P.**

raised on a bespoke mount, a sculptural piece with  
calcite crystal growth filling a cavity in limestone

43.8cm tall

**£2,000-3,000**



73

**LARGE HUARI CUSHMA TEXTILE**  
**PERU, C. 800 A.D.**

dyed camelid wool, flatweave, the border features a repeating stepped motif, while the central field is composed of a symmetrically divided rectangle in vibrant orange and deep red tones, presented on a modern backing

155 x 251cm

**Provenance:** Published: *Our North is the South*, Bergamin & Gomide, Sao Paulo, 2021. p. 86  
*Confluences in Art*, Paul Hughes Fine Arts, London. 2019. Page. 51

**Note:** Between 600 and 1000 A.D., the Huari established a vast empire that spanned much of modern-day Peru. Emerging from interactions between the Huarpa people of the central highlands and the Nasca culture of the South Coast, the Huari Empire connected diverse regions, societies, and artistic traditions. To sustain their rule, Huari administrators set up outposts in distant areas, ranging from coastal deserts to tropical rainforests. These strategic locations provided access to valuable resources like cotton, spondylus shells, and tropical bird feathers. The Huari laid important groundwork for the later Inca Empire, contributing innovations such as the khipu (a knotted string recording system) and an extensive road network that would prove essential for Inca governance centuries later.

Over their four centuries of influence, Huari artists developed an unparalleled artistic tradition characterised by remarkable creativity and variety that reflected their diverse empire. Alongside portable objects like vibrantly painted ceramics and small effigies carved from wood, stone, or metal, Huari art often took the form of wearable items. High-ranking Huari figures were depicted adorned in richly patterned woven garments, ornate headdresses, metal jewellery, mosaic earspools, and intricate facial paint.

Though Huari textiles are celebrated for their growing intricacy, the present example reflects a more restrained geometric design, likely influenced by Nasca styles from the far south. Among the diverse array of geometric motifs in Huari iconography appearing in both ceramics and textiles, the stepped symbol shown here stands out as one of the most enduring and remarkable. The present piece displays a meditative quality and a profound engagement with the interplay of space, form and emotion.

**£12,000-14,000**







**BRONZE AGE MEGALITHIC STELE**  
**CORSICA, LATE 3RD MILLENNIUM B.C.**

carved granite, rough hewn, of oblong form, the facial features reduced to the essence of form, raised on a bespoke mount

67cm high

**Provenance:** European art market from at least 1970.

Dr. Wolfgang Meyn, Soest, Germany, acquired from the above in 1972.

Mr. Rob Fens, Netherlands, acquired from the above.

Spanish art market, 2023

ALR: S00235754, with IADAA Certificate, this item has been checked against the Interpol database

**£15,000-20,000**

The present work dates to the Corsican Bronze Age and is particularly reminiscent of the megalithic stele found at the site of Filitosa in the south of the island. These sculptures are among the earliest known human-like statues in Europe. The carvings often include facial features whilst also reducing complex forms their essential, geometric essence; oval shapes, elongated figures, and soft curves. It has been suggested that these carvings represent important individuals, and that they were raised as memorials to honour these figures, preserving their memory and status within the community.

Their organic forms create a profound conceptual bridge to the Primitivist Movement, which sought inspiration from the raw, elemental qualities of ancient and non-Western art. Artists like Jean Arp, with works such as *S'élevant*, echoed the smooth, simplified shapes and anthropomorphic abstraction seen in the Filitosa steles.











75

**FINE NEOLITHIC POLISHED FLINT AXEHEAD**  
**SCANDINAVIA, C. 3500 B.C.**

flint, the polished stone displaying a mottled grey colour, the cutting edge rounded, raised on a bespoke mount

32.4cm tall

**Provenance:** Maurice Braham (1938-2022), London  
 K. John Hewitt (1919-1994), Kent  
 Private Collection, UK, 1994-2023

**Exhibited:** An Eye Into the Ancient Past, Forge and Lynch, 3rd - 7th July 2023

**£2,000-3,000**

“Throughout temperate Europe, the establishment of farming settlements required forest clearance on a substantial scale. These pioneers had to fell trees to create fields for arable crops and to provide timber for houses. In this new world the stone axe came to have huge significance. This simple tool form was prevalent across the continent. While functionally useful for all types of woodworking, stone axes appear to have been much more than essential, well-used tools. Many were completely polished to a shine after being roughly shaped. This process takes several hours of hard work using sand, water and

76

**BRITISH NEOLITHIC POLISHED AXEHEAD**  
**KENT, UNITED KINGDOM, C. 4TH MILLENNIUM B.C.**

knapped and polished flint, of mottled grey colour, the cutting edge rounded, the butt tapering to a point, raised on a bespoke mount

25.4cm tall

**Provenance:** Private collection, London, United Kingdom, acquired on the UK art market

Robert Jay collection, United Kingdom, acquired prior to 1970

Accompanied by a copy of a letter from the British Museum dated to 1970

**£3,000-5,000**

a fine-grained polishing stone. Polishing the body of an axe does not improve its functional qualities as a cutting/ chopping tool and it is likely that people did this to enhance the appearance of its surface, bringing out the aesthetic qualities of the stone. The stone used to make axes itself seems to have had special significance. It was often quarried from deep within the earth and some sources were possibly venerated through being invested with magical, mythical significance.”

Garrow, D. and Wilkin, N. (2022) The World of Stonehenge. London: British Museum Press. p. 39.



17  
LARGE SPECIMEN OF LAPIS LAZULI  
AFGHANISTAN

Weight: 1.1 kg (2.4 lbs)  
Dimensions: 10.5 x 5.5 x 3.5 cm  
Provenance: Afghanistan

1.1 kg (2.4 lbs)













The most significant weapons of Early Bronze Age Europe were not forged from metal but shaped from stone. These remarkable artefacts, in use for over a millennium, were wielded by peoples across a vast expanse from the Baltic to the Atlantic. Far more than mere tools, they were symbols of power, prestige, and cultural identity, their forms and craftsmanship attesting to the sophistication of their creators.

They are most closely associated with the archaeological Corded Ware Culture, a society distinguished by its distinctive cord-impressed pottery, which flourished across much of northern and central Europe. Skilled farmers, traders, and warriors, the people of this culture left behind burial sites rich with evidence of complex social structures and belief systems. Among the first to adopt and spread the use of copper and bronze, the Corded Ware people marked a pivotal shift in European metallurgy. Yet, it is the stone battle axes that stand out as some of their most diagnostic objects.

Diametrically aligned around a central perforation, these axe-hammers are finely sculpted, with intricate chiselled details that reveal an aesthetic intent behind their design. Among the most striking are the "boat-shaped" models, their sleek profiles reminiscent of Native American canoes (see lot 80), which are characteristic of the late Neolithic period.

André Grisse argued these objects were crafted with geometric precision, based on metric standards. He observed: "These artefacts convey a spiritual and ideological message. Their forms, shaped by geometric and mathematical principles, reflect cultural connections across Europe from the late 6th millennium to the mid-3rd millennium B.C. They bore invisible geometric traces, suggesting their creators' advanced understanding of design and symbolism. Those who carried these objects were likely not just warriors but also scholars or astronomers, connected to earthworks."

While their imposing forms may suggest a martial purpose, many clues point also to a ceremonial role. Though nothing can be said with absolute certainty about their use, the limited effectiveness of these axes as cutting tools combined with the significant effort required to produce them makes their function as everyday implements unlikely (though there is debate in this respect). Instead, their depiction on funerary stelae alongside warriors, coupled with the exceptional care in their craftsmanship, suggests they symbolised social status. Some examples may even have been influenced by the earliest copper axes emerging in southeastern Europe during the 5th millennium B.C., reinforcing their symbolic significance.

So integral were these artefacts to local cultures that miniature versions were created, possibly for personal adornment or ritual use. In southern Sweden, such miniatures have been found in wetland deposits, likely offered as gifts to the watery realm, while in northern Germany, they appear in mortuary contexts linked to cremation practices. Interestingly, while full-sized battle axes are typically associated with male burials, smaller examples are found in contexts involving women and children, suggesting they may have held talismanic properties. Some miniatures display pounding wear on their edges, unseen on full-sized axes, hinting at their use as mortars, perhaps for

grinding materials for rituals. These miniatures might even be precursors to Thor's hammer pendants of the Viking Age.

Though we must be cautious when drawing direct connections, there is a further intriguing link between these ancient stone battle axes and the mythological world of the Viking Age, particularly through language. The people of the Corded Ware Culture are believed to have spoken an early form of the Indo-European language family. The Old Norse word *hamarr*, which describes Thor's hammer, carries a dual meaning, both "hammer" and "rock." Its Indo-European roots, signifying "pointed," "sharp," and "stone," connect Thor's weapon to the same qualities embodied by the stone axes wielded by the Corded Ware peoples. This linguistic link suggests that the hammer, much like the stone axes, was seen not just as a tool, but as an object imbued with power and symbolism deeply tied to the natural and metaphysical world.

These stone axes appear to have been passed down through generations, with the evidence shown in their wear patterns and reworked edges, indicating prolonged use and careful maintenance. Some axes show signs of resharpening or re-polishing, suggesting they were prized possessions, preserved and adapted for continued use. Their deposition in high-status burials hints at their role as cherished heirlooms, interred at significant moments - possibly the death of the final owner. Others were placed in liminal spaces, such as riverbanks, bogs, or hilltops, indicating they were offerings to mark transitions or connections between realms both physical and spiritual.

In later centuries and millennia, the discovery of these stone battle axes often occurred during ploughing, particularly following storms, when the soil was disturbed and these ancient artefacts emerged. Their striking forms, coupled with this timing, led to their association with "thunderstones", a folkloric belief that such objects were remnants of thunderbolts hurled by gods or supernatural beings. In many European traditions, these axes were thought to possess protective or magical properties, guarding homes from lightning, evil spirits, or even the mischief of trolls and fairies.

Originally symbols of power, these axes took on new meaning when they were rediscovered in fields, riverbanks, and other liminal spaces. This connection to celestial or magical power deepened their mystique, transforming them from simple tools into sacred relics. In this way, and in a manner that continues to resonate today, objects such as these have seen many lives, first as weapons, then as relics of forgotten pasts, and now as artefacts that continue to captivate and intrigue, bridging the ancient and the modern.

Axelsson, B. & Christensen, P.G.R. (eds.) (2004) *The Corded Ware Culture in the Neolithic of Europe: A Social and Economic Approach*.

Beauvarlet, M. (2000) *La Hache de Pierre à Travers le Monde*. Paris: Editions Errance.

Garrow, D. and Wilkin, N. (2022) *The World of Stonehenge*. London: British Museum Press.

70

#### **NORDIC STONE BATTLE AXE SCANDINAVIA, NEOLITHIC PERIOD, C. 3RD MILLENNIUM B.C.**

carved stone, dual cutting edges  
featuring an elegant tapering form, with  
an off-centre circular perforation, the  
surface is smoothly finished with refined  
contours that emphasise its balanced  
proportions, raised on a bespoke mount

16.5cm long

**Provenance:** Private collection, Belgium

**£3,000-5,000**

72

#### **FINE NEOLITHIC STONE BATTLE AXE NORTHERN EUROPE, POSSIBLY JUTLAND, NEOLITHIC PERIOD, C. 3RD MILLENNIUM B.C.**

carved basalt, of ovoid form, rising elegantly at  
the cutting edge, gently expanding towards the  
off-centre circular perforation before terminating  
in a rounded finial, raised on a bespoke mount,  
an ink collection number in the interior of the  
perforation, a short note written in black ink  
on the underside indicating a find date of 19th  
April 1915

17.3cm long

**Provenance:** D. Henge, Hamburg, Germany  
Old German collection, with a note on the underside  
indicating a find date of 19th April 1915.

**£7,000-9,000**

80

#### **NEOLITHIC STONE "BOAT" AXE NORTHERN EUROPE, LIKELY SWEDEN, NEOLITHIC PERIOD, C. 3RD MILLENNIUM B.C.**

carved stone, with a sleek, elongated form  
tapering towards dual rounded cutting edges, a  
gently curved profile reminiscent of a boat with  
a central perforation, subtly recessed interior,  
the surface is smoothly finished with refined  
contours highlighting its symmetry, raised on a  
bespoke mount, centre marked 'cc/70472'

18cm long

**Provenance:** Private collection, Belgium

**Published:** Beauvarlet, M. (2000) *La Hache de Pierre  
à Travers le Monde*. Paris: Editions Errance, p. 113

**£2,000-3,000**



86

**ANCIENT EGYPTIAN EARLY  
DYNASTIC PERIOD VASE**  
EGYPT, 1ST DYNASTY, C. 2972-2793 B.C.

carved alabaster, the ovoid body rises from a low flat foot to a narrow rimmed mouth with rounded lip, the underside with the remnants of an old inventory number  
10.5cm high

**Provenance:** Godfrey Peckitt Collection, Washington D.C., before 1962, bequeathed in 1962 to the Museum of Fine Arts, Boston  
Museum of Fine Arts, Boston, 1962–2006  
Sotheby's New York, December 2006  
Galerie Chenel, Paris, 2000s  
Private collection (R.L.), Belgium, 2000s–present

**£3,000-5,000**

87

**ANCIENT EGYPTIAN EARLY  
DYNASTIC PERIOD VASE**  
EGYPT, 1ST DYNASTY, 2972-2793 B.C.

carved alabaster, of cylindrical form, the concave walls of the vessel flare gently toward the flat base and the slightly wider mouth with rounded everted rim  
16.6cm tall

**Provenance:** Paris Art Market, before 2010  
Galerie Chenel, Paris, 2010  
Private collection, Belgium, 2010–present

**Note:** For similar please see: W. M. Flinders Petrie, 'The Funeral Furniture of Egypt with Stone and Metal Vases', reprinted Warminster, 1977, pl. VIII.

**£3,000-4,000**

88

**ANCIENT EGYPTIAN MINIATURE VASE**  
EGYPT, LATE PERIOD, C. 500 B.C.

carved alabaster, the squat jar standing on a flat base, with wide, flat rim, two small lug handles at the sides

9cm tall

**Provenance:** Private collection, Paris, c. 1970  
Private collection, Belgium, acquired on the Paris art market

**£1,500-2,000**











21

**ANCIENT CYCLADIC KANDILA VASE****GREECE, C. 3200 - 2700 B.C.**

carved marble, the vessel stands upon a tall conical pedestal foot, featuring a hemispherical body adorned with four prominent, elongated vertical suspension lugs, each perforated, situated below a broad, conical, collared rim

15.6cm tall

**Provenance:** Sold Münzen und Medaillen, Weil am Rhein, 1975, *Katalog 51*, lot 9  
Previously in a private German collection

**£6,000-8,000**

The Cyclades, an archipelago in the southwestern Aegean, comprises thirty-nine small islands and many more islets. In ancient Greek, they were referred to as the *kyklades*, envisioned as a circle (*kuklos*) around the sacred island of Delos, home to the most sacred temple of Apollo.

In the fourth millennium B.C., a distinctive culture emerged in these islands, thriving for over two thousand years. Situated in a favourable location in the Aegean Sea and rich in mineral resources, particularly iron ores and copper, the inhabitants of the Cyclades benefitted from trade in these raw materials at a time when metallurgy was rapidly advancing across the Mediterranean. While existing tangentially to the great civilizations of the Minoans and Mycenaeans, the Cycladic people are counted among the three major Aegean cultures.

Produced in both marble and clay, vessels such as the present example, known as *kandila*, typically held liquids, such as oil or wine. Cords strung through the pierced lugs around the body could be used to hang the vase or attach a lid. Frequently found in tombs with marble figures, the vessels may have served a function in funerary rituals.

Whatever their original purpose, kandila vessels stand as enduring symbols of Cycladic craftsmanship, blending functionality with aesthetic refinement. Their harmonious proportions, minimalist design, and subtle decoration reflect a culture deeply attuned to both artistry and utility.







03

**HUGE IRON METEORITE CROSS SECTION SLICE**  
**FELL ALETAI, XINJIANG PROVINCE, CHINA, FORMED**  
**4.56 BILLION YEARS B.P.**

cut and polished meteorite, in roughly triangular form, giving  
 the appearance of a shard, raised on a bespoke mount

72.4cm tall

**£15,000-25,000**

**Provenance:** The Aletai meteorite, one of the largest known iron meteorites, was discovered in 1898 in the Aletai region of Xinjiang Province, China. It has a total mass of approximately 74 tonnes, with the largest fragment, known as the Armanty mass, weighing about 28 tonnes.

The meteorite's strewn field extends over 430 kilometres, making it the longest known strewn field on Earth. This extensive distribution is believed to be due to the meteorite's unique "stone skipping" trajectory through Earth's atmosphere. It is a mystery when it actually fell to earth, but given its significant size and extensive distribution, the Aletai meteorite's fall would have been a significant event.

**Note:** The meteorite from which this sculpture was formed, originated in the Asteroid Belt around the same time as the birth of our Solar System. It is approximately 4.56 billion years old. The distinctive interlacing bands, appearing like a metallic frost, are known as the Widmanstätten pattern. They take millions of years to form, emerging when the nickel-iron alloys within the meteorite cool extremely slowly in the vacuum of space, allowing the unique crystalline structures to grow.





94

**LARGE PALLASITE METEORITE CROSS SECTION SLICE**  
**FELL SEYMCHAN, MAGADAN DISTRICT, RUSSIA, FORMED 4.56**  
**BILLION YEARS B.P.**

the slice with olivine crystals suspended within the metal matrix and  
etching, raised on a bespoke mount

35cm tall

**Provenance:** Discovered in 1967 in a remote area of Siberia by the Soviet geologist F. A. Mednikov. The original mass of this meteorite was found in the bed of a stream flowing into the River Hekandue near the town of Seymchan.

**Note:** This specimen is abundant with extraterrestrial gemstones, showcasing a mesmerising array of olivine and peridot crystals. These crystals are the remnants of the asteroid's stony mantle, which became embedded within the molten iron-nickel core during its formation 4.56 billion years ago. This remarkable process occurred as the asteroid's metallic core cooled and solidified, trapping fragments of its silicate rich mantle and preserving them in their pristine, otherworldly form. The vibrant hues of the olivine and peridot crystals are a testament to the intense heat and pressure these materials endured in the asteroid's interior.

**£12,000-18,000**







95

**LARGE EXTRATERRESTRIAL METEORITE SPHERE****FELL CAMPO DEL CIELO, ARGENTINA, FORMED 4.56 BILLION YEARS B.P.**

machine carved from a large specimen of the Campo del Cielo impactor, the sphere has been polished and to display its beautiful interweaving Widmanstätten pattern, a large and impressive example

8.96kg, 42cm diameter

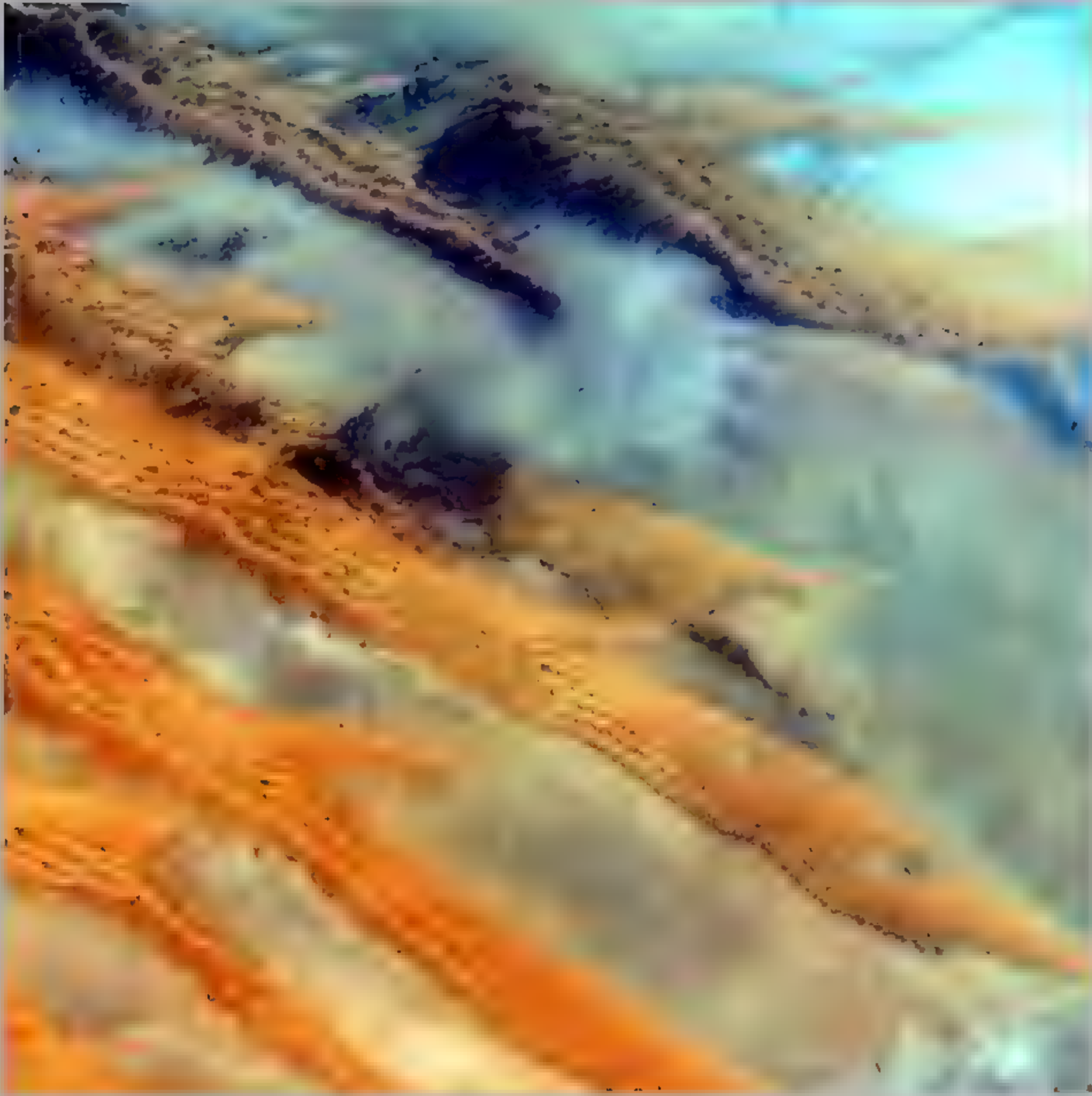
**£10,000-15,000**

The Campo del Cielo impactor is believed to have fallen to Earth in what is now northern Argentina around 4,200–4,700 years ago. Its age is estimated to be 4.5 billion years, having formed around the time of the development of the Solar System. Of considerable size, around 100 tonnes have been recovered in modern times. However, its presence appears to have been known in antiquity. In 1576, the Spanish governor in the area commissioned a search party to hunt for the huge mass of iron, which he had learned that native peoples used for their weapons, claiming the mass had fallen from the sky at a site they called “the field of heaven”.









Tiris Zemmour, Mauritania as seen from space by the European Space Agency satellite Sentinel-2 - image courtesy ESA.

**98**

**EL MILHAS 002, AN EXCEPTIONALLY LARGE LUNAR METEORITE  
FELL TIRIS ZEMMOUR, MAURITANIA, 26°20'37.05" N, 07°10'04.55" W**

lunar feldspathic breccia, wavy sand blasted patination, feldspar-rich fragments fused together through impact processes on the Moon's surface, without fusion crust, main minerals are olivine, low-Ca pyroxene, and calcic plagioclase

2.317kg, 38.2cm diameter at widest point

**Provenance:** Found in 2022 at Tiris Zemmour, Mauritania, 26°20'37.05" N, 07°10'04.55" W

**£40,000-60,000**





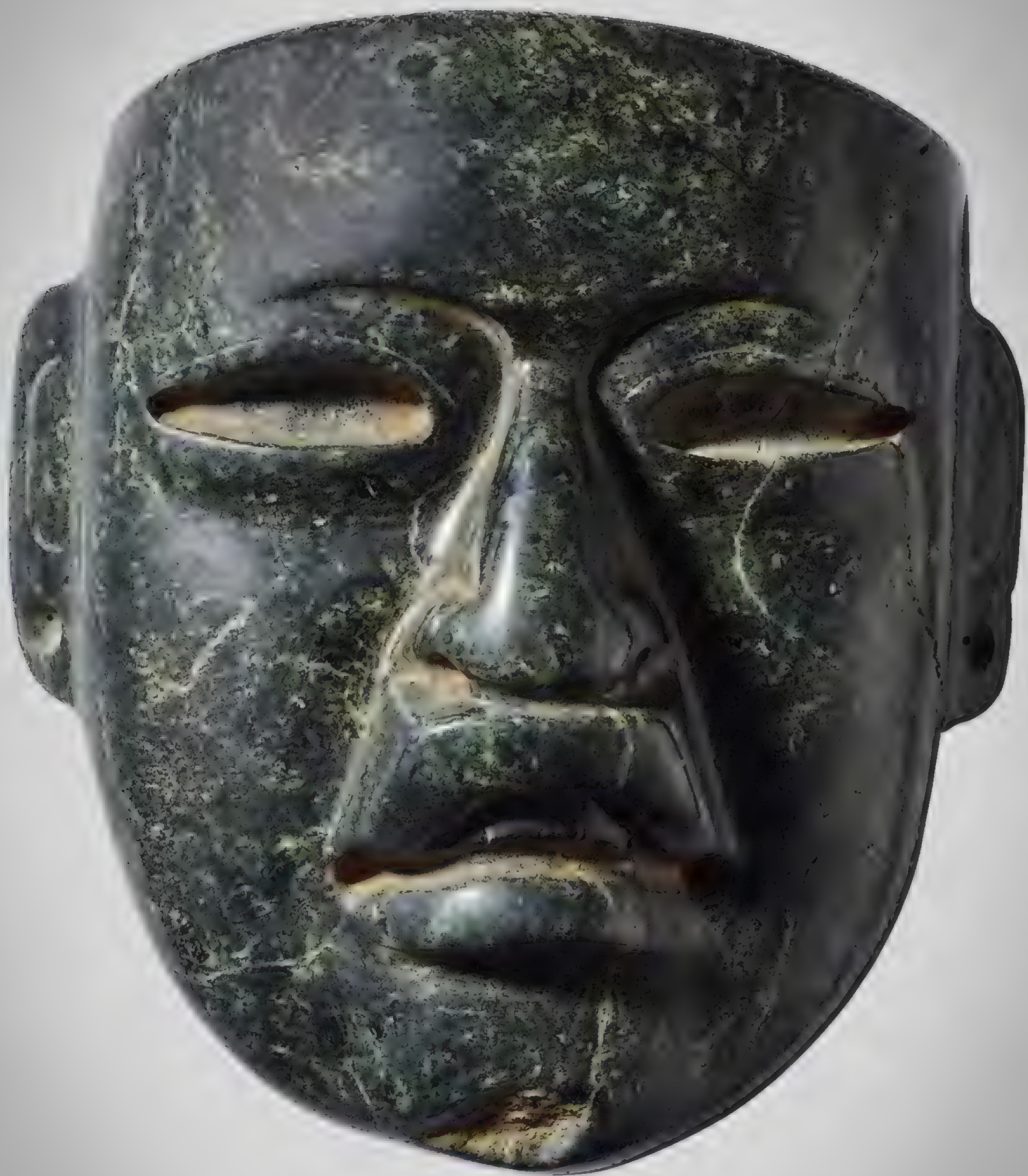


Lunar material is among the rarest substances on Earth, with only 780 kilograms known to exist and fewer than 700 individual specimens ever recovered. Each is the result of an impact upon the lunar surface, blasting material into the vacuum of space and onto a collision course with earth. This extraordinary and substantial meteorite, the result of such a collision, eventually fell in the deserts of northern Mauritania in 2022, offering a tangible connection to our celestial neighbour.

Classified as a feldspathic breccia, the specimen consists of fragmented lunar material that was fused together by the impact event on the Moon. Its structure features strikingly large inclusions of lighter-coloured minerals interwoven within a dark, blackish-grey matrix, creating a visually dramatic contrast that underscores its extraterrestrial origin.

Weighing over 2 kilograms, this meteorite is one of the largest known examples of lunar material ever made available on the market. Its exceptional size and composition not only provide valuable insight into the Moon's geological history but also make it a significant acquisition for collectors and scientific institutions alike. The specimen has undergone rigorous analysis and authentication by the Lunar and Planetary Institute, which has officially designated it as El Milhas 002.







100

**OLMEC STONE MASK****MEXICO, 900 - 400 B.C.**

carved and polished green serpentine, the distinctive features displaying a subtly downturned mouth, broad nose and narrowed eyes framed by a frowning brow, the ears pierced, raised on a bespoke mount

20cm high

**Provenance:** Paul Hughes Fine Arts Collection, March 2024

Acquired in Southern Mexico in the 1950's, thence by descent

**£15,000-25,000**

The Olmec civilization, which thrived in the Gulf Coast region of Mexico from approximately 1400 - 400 BC, is renowned for its remarkable artistic achievements, among which serpentine masks such as the present example are particularly noteworthy. Crafted from the distinctive deep green stone, they were characterised by intricate carvings that depicted human visages with exaggerated features, such as downturned mouths, almond-shaped eyes, and broad noses. The masks also incorporated serpentine imagery in the form of coiled snakes or serpent-like figures that surrounded the faces or extended from the top of the masks. It is believed that serpentine masks were utilised in ceremonial and ritual contexts, likely in conjunction with funerary practices or religious festivals, and were probably worn by priests or other elite members of society during these events. The masks also held symbolic value as status symbols, owing to their valuable materials and the skilled craftsmanship required to create them.

The Olmec civilization has had a profound impact on the development of modern art, particularly during the early 20th century, when Western artists rediscovered the art of ancient cultures, including that of the Olmec. This renewed interest in Olmec art influenced the emergence of modernist art movements such as Cubism and Surrealism. Olmec sculptures' stylised, geometric forms, such as the iconic "colossal heads," served as sources of inspiration for artists such as Pablo Picasso and Henry Moore, while the Olmec's use of negative space and abstraction was influential in the development of modernist sculpture. In addition, the Olmec's fascination with the natural world, particularly the serpent, inspired Surrealist artists such as Salvador Dali and Max Ernst, who integrated serpent imagery into their works. The Olmec's use of jade and other precious materials also influenced modernist jewellery and decorative arts. Today, the Olmec's legacy remains a significant source of inspiration for contemporary artists who continue to draw on its bold forms and use of negative space.







101

**VALDIVIA FIGURE**

**ECUADOR, C. 2300 - 2000 B.C.**

carved limestone, block-like, cubist form and recessed grooves indicating the stylised form, scattered surface deposits

22.8cm tall

**Provenance:** Private collection, Indianapolis, United States, 1997

Marianne and Robert Huber, New York, United States, 1980's - 1997

Jacobus van Diemen 1970s - 1980s

Andrade's Collection pre 1970s

**Note:** For similar please see: Minneapolis Institute of Art, accession number 2004.104.2

**£8,000-12,000**

One of the earliest sculptural traditions of the ancient Americas originated with the Valdivia culture, which began around 3550 B.C. along the Pacific coast of what is now Ecuador. Valdivian artists crafted figures from both stone and ceramic, depicting men, women, and animals in an array of sizes. Their work often featured stylised forms, blending naturalistic elements with symbolic abstraction. Sculptures like this one are believed to represent a stylised owl, possibly imbued with supernatural significance possibly linked to the bird's nocturnal habits.

Examples of Valdivian sculpture can be found in the collections of esteemed sculptors Henry Moore and Antony Gormley, both of whom admired the simplicity and profound symbolism of Valdivia art. Moore, known for his organic and abstract forms, drew inspiration from the primal and timeless qualities of such artefacts, recognising their ability to convey universal themes with minimal detail.







105

**MONUMENTAL AMLASH IDOL**  
**IRAN, CIRCA EARLY 1ST MILLENNIUM B.C.**

terracotta, a superb, highly stylised standing figure depicted nude, with exaggerated broad hips and short tapering legs, arms curved forward towards the small breasts, elongated neck supporting a globular head with pierced ears, raised on a bespoke mount

47cm high

**Provenance:** Mahboubian Gallery of Ancient Art, New York, from at least 1962

Betty Parsens Gallery, New York

Samuel Dubiner (1914-1993), Tel Aviv, acquired from the above, thence by descent

**Exhibited:** *Amlash Sculpture from Iran* (1963), 1963-1977, Betty Parsens Gallery, 24 West 57th Street, New York.

**£8,000-12,000**

These terracotta figurines, distinguished by their exaggerated, rounded hips and thighs, are believed to date from the late second to early first millennium B.C. and are widely interpreted as fertility symbols or representations of a mother goddess. The striking contrast between their corpulent lower bodies and more slender upper torsos, coupled with their simplified facial features, suggests a deliberate emphasis on fertility, abundance, and possibly social status. Their abstracted forms and stylised proportions reflect a sophisticated artistic tradition, one that prioritises symbolic representation over anatomical accuracy.

The bold abstraction of these figures, with their exaggerated forms and minimal facial features, has drawn comparisons to modern and surrealist aesthetics. The reduction of detail in favour of symbolic proportion parallels Henry Moore's explorations of the human body, particularly his reclining female figures, which convey a similar interplay between mass, volume, and abstraction.

The present example is of exceptionally large proportions and represents a particularly fine specimen of the type. It possesses an outstanding provenance, first recorded with the highly regarded Mahboubian Gallery in 1962 and later included in the seminal exhibition *Amlash Sculpture from Iran*, held at the Betty Parsons Gallery in New York in 1963. Several pieces from this landmark exhibition have since entered major museum collections and world-leading private holdings, further cementing the significance of this piece within the corpus of Amlash art.

Please note that multiple instances of overpainting and restoration over time have rendered it impossible to obtain an accurate thermoluminescence test on this piece. However, the figure is stylistically consistent with known examples and is considered to date to the early first millennium B.C.







106

**SABAEAN ALABASTER HEAD**

**SOUTHERN ARABIA, 3RD – 1ST CENTURY B.C.**

alabaster, carved in high-relief, the subject likely male, with ridge nose, subtly upturned mouth and broad brow, raised on a modern bespoke mount, also accompanied by its original mid-century wooden base

23cm tall

**Provenance:** Private collection, United Kingdom, the older wooden base is suggestive of an acquisition prior to the mid-20th century

**Note:** With its cubist aesthetic, the present piece is an example of the enigmatic sculpture produced by the wealthy south Arabian kingdoms at the turn of the first millennium B.C. With the facial features stripped to the essence of form, it served as a votive object, and was intended to fit within a small rectangular niche within a ritual site.

For similar please see: The British Museum, London, accession number 141546.

£1,200-1,800



123

**LARGE IRRIDESCENT  
AMMONITE WALL PLATE**  
MADAGASCAR, JURASSIC  
PERIOD, 180 MILLION  
YEARS B.P.

featuring three large ammonites, the specimens all displaying natural iridescence, a result of the fossilisation of the mother-of-pearl in the shell, with clear detail visible in the spiral structure and surface features, the plate has been prepared to reveal the ammonites in situ, set against a backdrop of the surrounding rock matrix

100 x 62.5cm

£3,000-5,000



Ammonites first appeared on earth over 400 million years ago. They were extraordinarily abundant, with over 30,000 different species, and existed for twice the length of the dinosaurs. As such, millions of fossilised ammonite shells have been found all over the world. The animal itself would have lived within the end chamber of the shell, with the remainder used to control buoyancy in much the same way as the modern nautilus. They became extinct during the same asteroid impact that wiped out the dinosaurs, an event that reshaped Earth's life and geology, paving the way for new evolutionary developments.

The perfect geometry of ammonite shells has long been appreciated for the clarity and beauty of their natural structure. The present specimens are particularly notable for both their large size and the fact that two are preserved in close proximity within the same matrix.







This head was likely part of a life-size statue depicting a nude young man, referred to as a *kouros*, derived from the Greek word for boy. Its stylistic features suggest it was produced by a provincial workshop. The head displays the emblematic “Archaic Smile,” a defining feature of Greek sculpture from the late seventh and early sixth centuries BC. This subtle, enigmatic expression was employed to animate figures and convey an idealised sense of vitality and well-being, symbolising internal harmony rather than reflecting individual emotion. The widespread use of this motif can be seen across a wide array of scenes, even in depictions of mortally wounded warriors, highlighting its symbolic role. While its exact meaning is still debated, the smile likely reflects the Greek ideal of *arete* (excellence) and may also suggest a philosophical expression of life and the afterlife.

152

**ANCIENT GREEK ARCHAIC MARBLE HEAD OF A KOUROS**  
**GREEK ISLANDS OR SICILY, C. 6TH CENTURY B.C.**

carved marble, with stylised features typical of the period, including a long oval face, high cheekbones, almond eyes, curving brows, and an enigmatic smile, the hair is finely carved, with undulating waves along the forehead, falling in plaits behind the ears and along the neck, fleshy lips formed into an enigmatic smile enhancing the expressive quality, raised on a bespoke mount

25.7cm tall

**Provenance:** Lamonaca Family Collection, France, formed 1950s, thence by descent

Subsequently in a private collection, Paris, France

**£20,000-30,000**







142

**MONUMENTAL HELLENISTIC FRAGMENT OF A RAM'S HEAD**  
**EASTERN MEDITERRANEAN, C. 1ST CENTURY B.C.**

carved marble, the animal depicted with large vigilant eyes beneath heavy lids, the bulges under the eyes carefully rendered, thick curling fur framing the forehead and cheeks, the massive rounded snout prominently shown, remains of the horns still preserved, raised on a bespoke mount

34cm high

**Provenance:** Private collection, Mendrisio, Switzerland, acquired in the early 1980s.

**£10,000-15,000**

The head may have originally been part of a significant mythological composition, possibly illustrating the escape of Ulysses' men from the cave of the Cyclops Polyphemus. A comparison can be made with the ram figure housed in the Galleria Doria Pamphili in Rome. Alternatively, the head might have served as an architectural element, such as a corner piece from a tomb altar of considerable size. For reference, see the altar in the Metropolitan Museum of Art, New York, Accession Number 25.78.29. For stylistic parallels, consider the notable ram's head from the Norbert Schimmel (1905–1990) collection, sold at Christie's London, 3 July 2019, lot 97.









IVLIA MAESA



163

**ROMAN LIFESIZE MARBLE PORTRAIT BUST OF A PATRICIAN WOMAN  
MID 3RD CENTURY A.D.**

carved marble, depicting a matronly woman of the patrician class, an angular face with pronounced cheekbones and a wrinkled forehead, a finely curved and closed mouth, the eyes gazing attentively beneath heavy lids with engraved irises and pupils, the hair parted at the centre and styled in thick curls drawn back behind prominent ears, forming a roll at the nape of the neck and transitioning into a flat, braided tail at the crown, characteristic of the mid-3rd century

76cm high

**Provenance:** French private collection, 18th century, accompanied by a French antiquities passport

**£30,000-50,000**

The present piece is characterised by a distinctive hairstyle that was fashionable among aristocratic women in the mid-3rd century A.D.. This style is most closely associated with the empresses Furia Sabinia Tranquillina, wife of Gordian III, and Otacilia Severa, wife of Philippus Arabs, both of whom popularised it during their reigns. The prominence of this coiffure during their time provides a strong basis for securely dating the ancient marble head to the middle of the 3rd century A.D.

The head is mounted on an 18th-century bust bearing an inscription reading "Iulia Maesa" (died 224/225 A.D. in Rome). While this reflects an earlier attribution, stylistic analysis indicates the head belongs to a slightly later period.





# CONDITIONS OF SALE 24.2

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We do not provide any guarantee in relation to the nature of a Lot apart from our authenticity warranty contained in paragraph E.2 and to the extent provided below.

(a) Condition Reports: Condition Reports are provided on our Website or upon request. The absence of a report does not imply that a Lot is without imperfections. Large numbers of such requests are received shortly before each sale and department specialists and administration will endeavour to respond to all requests although we offer no guarantee. Any statement in relation to the Lot is merely an expression of opinion of the Seller or us and should not be relied upon as an inducement to bid on the Lot. Lots are available for inspection prior to the sale and You are strongly advised to examine any Lot in which You are interested prior to the sale. Our Condition Reports are not prepared by professional conservators, restorers or engineers. Our Condition Report does not form any contract between us and the Buyer. The Condition Reports do not affect the Buyer's obligations in any way.

(b) Estimates: Estimates are placed on each Lot to help Buyers gauge the sums involved for the purchase of a particular Lot. Estimates do not include the Buyer's Premium or VAT. Estimates are a matter of opinion and prepared in advance. Estimates may be subject to change and are for guidance only and should not be relied upon.

(c) Catalogue Alterations: Lot descriptions and Estimates are prepared in advance of the sale and may be subject to change. Any alterations will be announced on the Catalogue alteration sheet, made available prior to the sale. It is the responsibility of the Buyer to make themselves aware to any alterations which may have occurred.

### 3. WITHDRAWAL

Lyon & Turnbull may, at its discretion, withdraw any Lot at any time prior to or during the sale of the Lot. Lyon & Turnbull has no liability to You for any decision to withdraw.

### 4. JEWELLERY, CLOCKS & OTHER ITEMS

(a) Jewellery:

(i) Coloured gemstones (such as rubies, sapphires and emeralds) may have been treated to enhance their look, through methods such as heating and oiling. These methods are accepted practice but may make the gemstone less strong and/or require special care in future.

(ii) All types of gemstones may have been improved by some method. You may request a gemmological report for

any Lot which does not have a report if the request is made to us at least three weeks before the date of the sale and You pay the fee for the report in advance of receiving said report.

(iii) We do not obtain a gemmological report for every gemstone sold in our sales. Where we do get gemmological reports from internationally accepted gemmological laboratories, such reports may be described in the Sale Particulars. Reports will describe any improvement or treatment only if we request that they do so, but will confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree whether a particular gemstone has been treated, the amount of treatment or whether treatment is permanent. The gemmological laboratories will only report on the improvements or treatments known to the laboratories at the date of the report.

(iv) For jewellery sales, all Estimates are based on the information in any gemmological report or, if no gemmological report is available, You should assume that the gemstones may have been treated or enhanced.

(b) Clocks & Watches: All Lots are sold "as seen", and the absence of any reference to the condition of a clock or watch does not imply the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches will have been repaired during their normal lifetime and may now incorporate additional/newer parts. Furthermore, we make no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Buyers should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Buyers should also be aware that we cannot guarantee a watch will remain waterproof if the back is removed. Buyers should be aware that the importing watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches cannot be shipped to the USA and only imported personally. Clocks may be sold without pendulums, weights or keys.

(c) Alcohol: may only be sold to persons aged of 18 years and over. By registering to bid, You affirm that You are at least that age. All collections must be signed for by a person over the age of 18. We Reserve the right to ask for ID from the person collecting. Buyers of alcohol must make appropriate allowances for natural variations of ullages, conditions of corks and wine. We can provide no guarantees as to how the alcohol may have been stored. There is always a risk of cork failure and allowance by the Buyer must be made. Alcohol is sold "as is" and quality of the alcohol is entirely at the risk of the Buyer and no

warranties are given.

(d) Books-Collation: If on collation any named item in the sale Catalogue proves defective, in text or illustration the Buyer may reject the Lot provided he returns it within 21 days of the sale stating the defect in writing. This, however, shall not apply in the case of unnamed items, periodicals, autographed letters, music M.M.S., maps, drawings nor in respect of damage to bindings, stains, foxing, marginal worm holes or other defects not affecting the completeness of the text nor in respect of Defects mentioned in the Catalogue, or at the time of sale, nor in respect of Lots sold for less than £300.

(e) Electrical Goods: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations by a qualified electrician first. Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given.

(f) Upholstered items: are sold as "works of art" only and if bought for use must be checked over for compliance with safety regulations (items manufactured prior to 1950 are exempt from any regulations). Use of such goods is entirely at the risk of the Buyer and no warranties as to safety of the goods are given. We provide no guarantee as to the originality of any wood/material contained within the item.

## B. REGISTERING TO BID

### 1. NEW BIDDERS

(a) If this is Your first time bidding at Lyon & Turnbull or You are a returning Bidder who has not bought anything from us within the last two years You must register at least 48 hours before an auction to give us enough time to process and approve Your registration. We may, at our discretion, decline to permit You to register as a Bidder. You will be asked for the following:

(i) Individuals: Photo identification (driving licence, national identity card or passport) and, if not shown on the ID document, proof of Your current address (for example, a current utility bill or bank statement)

(ii) Corporate clients: Your Certificate of Incorporation or equivalent document(s) showing Your name and registered address together with documentary proof of directors and beneficial owners, and;

(iii) Trusts, partnerships, offshore companies and other business structures please contact us directly in advance to discuss requirements.

(b) We may also ask You to provide a financial reference and/or a deposit to allow You to bid. For help, please contact our Finance Department on +44(0)131 557 8844.

### 2. RETURNING BIDDERS

We may at our discretion ask You for current identification as described in paragraph B.1.(a) above, a finance



reference or a deposit as a condition of allowing You to bid. If You have not bought anything from us in the last two years, or if You want to spend more than on previous occasions, please contact our Finance Department on +44(0)131 557 8844.

### 3. FAILURE TO PROVIDE THE RIGHT DOCUMENTS

If in our opinion You do not satisfy our Bidder identification and registration procedures including, but not limited to, completing any anti-money laundering and/or anti-terrorism financing checks we may require to our satisfaction, we may refuse to register You to bid, and if You make a successful bid, we may cancel the contract between You and the Seller.

### 4. BIDDING ON BEHALF OF ANOTHER PERSON

(a) As an authorised Bidder: If You are bidding on behalf of another person, that person will need to complete the registration requirements above before You can bid, and supply a signed letter authorising You to bid for him/her.

(b) As agent for an undisclosed principal: If You are bidding as an agent for an undisclosed principle (the ultimate Buyer(s)) You accept personal liability to pay the Purchase Price and all other sums due, unless it has been agreed in writing with us before commencement of the auction that the Bidder is acting as an agent on behalf of a named third party acceptable to us and we will seek payment from the named third party.

### 5. BIDDING IN PERSON

If You wish to bid in the saleroom You must register for a numbered bidding paddle before You begin bidding. Please ensure You bring photo identification with You to allow us to verify Your registration.

### 6. BIDDING SERVICES

The bidding services described below are a free service offered as a convenience to our clients and we are not responsible for any error (human or otherwise), omission or breakdown in providing these services.

(a) Phone bids

Your request for this service must be made no later than 12 hours prior to the auction. We will accept bids by telephone for Lots only if our staff are available to take the bids. If You need to bid in a language other than English You should arrange this Well before the auction. We do not accept liability for failure to do so or for errors and omissions in connections.

(b) Internet Bids

For certain auctions we will accept bids over the internet. For more information please visit our Website. We will use reasonable efforts to carry out online bids and do not accept liability for equipment failure, inability to access the internet or software malfunctions related to execution of online bids/ live bidding.

(c) Written Bids

While prospective Buyers are strongly advised to attend the auction and are always responsible for any decision to bid for a particular Lot and shall be assumed to have carefully inspected and satisfied themselves as to its condition we shall, if so instructed, clearly and in writing execute bids on their behalf. Neither the Auctioneer nor our employees nor agents shall be responsible for any failure to do so. Where two or more commission bids at the same level are recorded we Reserve the right in our absolute discretion to prefer the first bid so made. Bids must be expressed in the currency of the saleroom. The Auctioneer will take reasonable steps to carry out written bids at the lowest possible price, taking into account the Reserve. If You make a written bid on a Lot which does not have a Reserve and there is no higher bid than Yours, we will bid on Your behalf at around 50% of the lower Estimate or, if lower, the amount of Your bid.

## C. DURING THE SALE

### 1. ADMISSION TO OUR AUCTIONS

We shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person. We may refuse admission at any time before, during or after the auction.

### 2. RESERVES

Unless indicated by an insert symbol (**Δ**), all Lots in this Catalogue are offered subject to a Reserve. A Reserve is the confidential Hammer Price established between us and the Seller. The Reserve is generally set at a percentage of the low Estimate and will not exceed the low Estimate for the Lot.

### 3. AUCTIONEER'S DISCRETION

The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the Buyer and any dispute shall be settled at the Auctioneer's absolute discretion. The Auctioneer may move the bidding backwards of forwards in any way he or she may decide or change the order of the Lots. The Auctioneer may also; refuse any bid, withdraw any Lot, divide any Lot or combine any two or more Lots, reopen or continuing bidding even after the hammer has fallen.

### 4. BIDDING

The Auctioneer accepts bids from:

- (a) Bidders in the saleroom;
- (b) Telephone Bidders, and internet Bidders through Lyon & Turnbull Live or any other online bidding platform we have chosen to list on and;
- (c) Written bids (also known as absentee bids or commission bids) left with us by a Bidder before the auction.

### 5. BIDDING INCREMENTS

Bidding increments shall be at the Auctioneer's sole discretion.

## 6. CURRENCY CONVERTER

The saleroom video screens and bidding platforms may show bids in some other major currencies as Well as sterling. Any conversion is for guidance only and we cannot be bound by any rate of exchange used. We are not responsible for any error (human or otherwise) omission or breakdown in providing these services.

### 7. SUCCESSFUL BIDS

Unless the Auctioneer decides to use their discretion as set out above, when the Auctioneer's hammer falls, we have accepted the last bid. This means a contract for sale has been formed between the Seller and the successful Bidder. We will issue an invoice only to the registered Bidder who made the successful bid. While we send out invoices by post/or email after the auction, we do not accept responsibility for telling You whether or not Your bid was successful. If You have bid by written bid, You should contact us by telephone or in person as soon as possible after the auction to get details of the outcome of our bid to avoid having to pay unnecessary storage charges.

### 8. RELEVANT LEGISLATION

You agree that when bidding in any of our sales that You will strictly comply with all relevant legislation including local laws and regulations in force at the time of the sale for the relevant saleroom location.

## D. THE BUYER'S PREMIUM, TAXES AND ARTIST'S RESALE ROYALTY

### 1. THE PURCHASE PRICE

For each Lot purchased a Buyer's Premium of 26% of the Hammer Price of each Lot up to and including £20,000, plus 25% from £20,001 to £500,000, plus 20% from £500,001 thereafter. VAT at the appropriate rate is charged on the Buyer's Premium. No VAT is payable on the Hammer Price or premium for printed books or unframed maps bought at auction. Live online bidding may be subject to an additional premium (level dependent on the live bidding service provider chosen). This additional premium is subject to VAT at the appropriate rate as above.

### 2. VALUE ADDED TAX

Value Added Tax is charged at the appropriate rate prevailing by law at the date of sale and is payable by Buyers of relevant Lots.

(a) Lots affixed with (**†**): Value Added Tax on the Hammer Price is imposed by law on all items affixed with a dagger (**†**). This imposition of VAT maybe because the Seller is registered for VAT within the European Union and is not operating under a Margin Scheme.

(b) Lots affixed with (**\***): A reduced rate of Value Added Tax on the Hammer Price of 5% is payable. This indicates that a Lot has been imported from

outwit the European Union. This reduced rate is applicable to Antique items.

(c) Lots affixed with (**Ω**): Standard rate of Value Added Tax on the Hammer Price and premium is payable. This applies to items that have been imported from outwit the European Union and do not fall within the reduced rate category outlined above.

### 3. ARTIST'S RESALE ROYALTY (DROIT DE SUITE)

This symbol **§** indicates works which may be subject to the Droit de Suite or Artist's Resale Right, which took effect in the United Kingdom on 14th February 2006. We are required to collect a royalty payment for all qualifying works of art. Under new legislation which came into effect on 1st January 2012 this applies to living artists and artists who have died in the last 70 years. This royalty will be charged to the Buyer on the Hammer Price and in addition to the Buyer's Premium. It will not apply to works where the Hammer Price is less than £1,000. The charge for works of art sold at and above £1,000 and below £50,000 is 4%. For items selling above £50,000, charges are calculated on a sliding scale. All royalty charges are paid to the Design and Artists Copyright Society ('DACS') and no handling costs or additional fees are retained by the Auctioneer. Resale royalties are not subject to VAT. More information on Droit de Suite is available at [www.dacs.org.uk](http://www.dacs.org.uk).

## E. WARRANTIES

### 1. SELLER'S WARRANTIES

For each Lot, the Seller gives a warranty that the Seller;

- (a) Is the owner of the Lot or a joint owner of the Lot acting with the permission of the other co-owners, or if the Sellers is not the owner of or a joint owner of the Lot, has the permission of the owner to sell the Lot, or the right to do so in law, and;
- (b) Had the right to transfer ownership of the Lot to the Buyer without any restrictions or claims by anyone else.

If either other above warranties are incorrect, the Seller shall not have to pay more than the Purchase Price (as defined in the glossary) paid by You to us. The Seller will not be responsible to You for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expense. The Seller gives no warranty in relation to any Lot other than as set out above and, as far as the Seller is allowed by law, all warranties from the Seller to You, and all obligations upon the Seller which may be added to this agreement by law, are excluded.

### 2. AUTHENTICITY GUARANTEE

We guarantee that the authorship, period, or origin (collectively, "Authorship") of each Lot in this Catalogue is as stated in the BOLD or CAPITALISED type heading in the



Catalogue description of the Lot, as amended by oral or written saleroom notes or announcements. We make no warranties whatsoever, whether express or implied, with respect to any material in the Catalogue other than that appearing in the Bold or Capitalised heading and subject to the exclusions below.

In the event we, in our reasonable opinion, deem that the conditions of the authenticity guarantee have been satisfied, it shall refund to the original purchaser of the Lot the Hammer Price and applicable Buyer's Premium paid for the Lot by the original purchaser.

This Guarantee does not apply if:

- (a) The Catalogue description was in accordance with the opinion(s) of generally accepted scholar(s) and expert(s) at the date of the sale, or the Catalogue description indicated that there was a conflict of such opinions; or
- (b) the only method of establishing that the Authorship was not as described in the Bold or Capitalised heading at the date of the sale would have been by means or processes not then generally available or accepted; unreasonably expensive or impractical to use; or likely (in our reasonable opinion) to have caused damage to the Lot or likely to have caused loss of value to the Lot; or
- (c) There has been no material loss in value of the Lot from its value had it been in accordance with its description in the Bold or Capitalised type heading.

This Guarantee is provided for a period of one year from the date of the relevant auction, is solely for the benefit of the original purchaser of the Lot at the auction and may not be transferred to any third party. To be able to claim under this Authenticity Guarantee, the original purchaser of the Lot must:

- (a) notify us in writing within one month of receiving any information that causes the original purchaser of record to dispute the accuracy of the Bold or Capitalised type heading, specifying the Lot number, date of the auction at which it was purchased and the reasons for such dispute; and
- (b) return the Lot to our registered office in the same condition as at the date of sale to the original purchaser of record and be able to transfer good title to the Lot, free from any third party claims arising after the date of such sale.

We have discretion to waive any of the above requirements. We may require the original purchaser of the Lot to obtain, at the original purchaser of Lot's cost, the reports of two independent and recognised experts in the field. The reports must be mutually acceptable to us and the original purchaser of the Lot. We shall not be bound by any reports produced by the original purchaser of the Lot, and

Reserves the right to seek additional expert advice at its own expense. It is specifically understood and agreed that the rescission of a sale and the refund of the original Purchase Price paid (the successful Hammer Price, plus the Buyer's Premium) is exclusive and in lieu of any other remedy which might otherwise be available as a matter of law. Lyon & Turnbull and the Seller shall not be liable for any incidental or consequential damages incurred or claimed, including without limitation, loss of profits or interest.

**3. YOUR WARRANTIES**

- (a) You warrant that the funds used for settlement are not connected with any criminal activities, including tax evasion and You are neither; under investigation, have been charged with or convicted of money laundering, terrorist activities or other crimes.
- (b) Where You are bidding on behalf of another person You warrant that:
  - (i) You have conducted appropriate customer due diligence on the ultimate Buyer(s) of the Lot(s) in accordance with all relevant anti-money laundering legislation, consent to us relying on this due diligence, and You will retain for a period of not less than five years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by a third party auditor upon our written request to do so;
  - (ii) The arrangements between You and the ultimate Buyer(s) in relation to the Lot or otherwise do not, in whole or in part, facilitate tax crimes, and;
  - (iii) You do not know, and have no reason to suspect that the funds used for settlement are connected with the proceeds of any criminal activity, including tax evasion, or that the ultimate Buyer(s) are under investigation or have been charged with or convicted of money-laundering, terrorist activities, or other crimes.

**F. PAYMENT**

**1. MAKING PAYMENT**

- (a) Within 7 days of a Lot being sold You will pay to us the Total Amount Due in cash or by such other method as is agreed by us. We accept cash, bank transfer (details on request), debit cards and Visa or MasterCard credit cards. Please note that we do not accept cash payments over £5,000 per Buyer per year.
- (b) Any payments by You to us can be applied by us towards any sums owing by You to us howsoever incurred and without agreement by You or Your agent, whether express or implied.
- (c) We will only accept payment from the registered Bidder. Once issued, we cannot change the Buyer's name on an invoice or re-issue the invoice in a different name.
- (d) The ownership of any Lots purchased shall not pass to You until You have made payment in full to us

of the Total Amount Due. The risk in and the responsibility for the Lot will transfer to You from whichever is the earlier of the following:

- (i) When You collect the Lot; or
- (ii) At the end of the 30th day following the date of the auction, or, if earlier, the date the Lot is taken into care by a third party unless we have agreed otherwise with You in writing.
- (e) You shall at Your own risk and expense take away any Lots that You have purchased and paid for not later than 7 working days following the day of the auction or upon the clearance of any payment whichever is later. Please note we do not accept cheques. We can provide You with a list of shippers. However, we will not be responsible for the acts or omissions of carriers or packers whether or not recommended by us.
- (f) No purchase can be claimed or removed until it has been paid for.
- (g) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time.

**2. IN THE EVENT OF NON-PAYMENT**

If any Lot is not paid for in full and taken away in accordance with these Conditions or if there is any other breach of these Conditions, we, as agent for the Sellers and on their behalf, shall at our absolute discretion and without prejudice to any other rights we may have, be entitled to exercise one or more of the following rights and remedies:

- (a) To proceed against You for damages for breach of contract;
- (b) To rescind the contract for sale of that Lot and/or any other Lots sold by us to You;
- (c) To resell the Lot(s) (by auction or private treaty) in which case You shall be responsible for any resulting deficiency in the Total Amount Due (after crediting any part payment and adding any resale costs).
- (d) To remove, store and insure the Lot in the case of storage, either at our premises or elsewhere and to recover from You all costs incurred in respect thereof;
- (e) To charge interest at a rate of 5% a year above the Bank of Scotland base rate from time to time on all sums outstanding for more than 7 working days after the sale;
- (f) To retain that or any other Lot sold to You until You pay the Total Amount Due;
- (g) To reject or ignore bids from You or Your agent at future auctions or to impose conditions before any such bids shall be accepted;
- (h) To apply any proceeds of sale of other Lots due or which become due to You towards the settlement of the Total Amount Due by You and to exercise a lien over any of Your

property in our possession for any purpose until the debt due is satisfied. You will be deemed to have granted such security to us and we may retain such property as collateral security for Your obligations to us; we may decide to sell Your property in any way we think appropriate. We will use the proceeds of the sale against any amounts You owe us and we will pay any amount left from that sale to You. If there is a shortfall, You must pay us the balance; and

- (i) Take any other action we see necessary or appropriate.

**G. COLLECTION & STORAGE**

- (1) It is the Buyer's responsibility to ascertain collection procedures, particularly if the sale is not being held at our main sale room and the potential storage charges for Lots not collected by the appropriate time. Information on collection is set out in the Catalogue and our Website
- (2) Unless agreed otherwise, You must collect purchased Lots within seven days from the auction. Please note the Lots will only be released upon full payment being received.
- (3) If You do not collect any Lot within seven days following the auction we can, at our discretion;
  - (i) Charge You storage costs at the rates set out on our Website.
  - (ii) Move the Lot to another location or an affiliate or third party and charge You transport and administration costs for doing so and You will be subject to the third party storage terms and pay for their fees and costs.
  - (iii) Sell the Lot in any way we think reasonable.

**H. TRANSPORT & SHIPPING**

**1. TRANSPORT AND SHIPPING**

We will include transport and shipping information with each invoice sent to You as well as displayed on our Website. You must make all transport and shipping arrangements.

**2. EXPORT OF GOODS**

- Buyers intending to export goods should ascertain;
- (a) Whether an export licence is required; and
  - (b) Whether there is any specific prohibition on importing goods of that character, e.g. items that may contain prohibited materials such as ivory or rhino horn. It is the Buyer's sole responsibility to obtain any relevant export or import licence. The denial of any licence or any delay in obtaining licences shall neither justify the recession of any sale nor any delay in making full payment for the Lot.

**3. CITES: ENDANGERED PLANTS AND ANIMALS LEGISLATION**

Please be aware that all Lots marked with the symbol **Y** may be subject to CITES regulations when exporting these items outside the EU. These regulations may be found at <http://www.defra.gov.uk/ahvla-en/imports->



exports/cites

We accept no liability for any Lots which may be subject to CITES but have not be identified as such.

## I. OUR LIABILITY TO YOU

(a) We give no warranty in relation to any statement made, or information give, by us, our representatives or employees about any Lot other than as set out in the authenticity warranty and as far as we are allowed by law, all warranties and other terms which may be added to this agreement by law are exclude. The Seller's warranties contained in paragraph E.1 are their own and we do not have a liability in relation to those warranties.

(b) (i) We are not responsible to You for any reason whether for breaking this agreement or any other matter relating to Your purchase of, or bid for, any Lot other than in the event of fraud or fraudulent misrepresentation by us other than as expressly set out in these conditions of sale; or

(ii) We do not give any representation, warranty or guarantee or assume any liability for a kind in respect of any Lot with regard to merchantability, fitness for a particular purpose, description, size, quality, condition, attribution, authenticity, rarity, importance, medium, provenance, exhibition history, literature or historical relevance, except as required by local law, any warranty of any kind is excluded by this paragraph.

(c) in particular, please be aware that our written and telephone bidding services, Lyon & Turnbull Live, Condition Reports, currency converter and saleroom video screens are free services and we are not responsible for any error (human or otherwise) omission or breakdown in these services.

(d) We have no responsibility to any person other than a Buyer in connection with the purchase of any Lot

(e) If in spite of the terms of this paragraph we are found to be liable to You for any reason, we shall not have to pay more than the Purchase Price paid by You to us. We will not be responsible for any reason for loss of profits, business, loss of opportunity or value, expected savings or interest, costs damages or expenses.

## J. OTHER TERMS

### 1. OUR ABILITY TO CANCEL

In addition to the other rights of cancellation contained in this agreement, we can cancel the sale of a Lot if;

(i) Any of our warranties are not correct, as set out in paragraph E3,

(ii) We reasonably believe that completing the transaction is or may be unlawful; or

(iii) We reasonably believe that the sale places us or the Seller under any liability to anyone else or may damage our reputation.

## 2. RECORDINGS

We may videotape and record proceedings at any auction. We will keep any personal information confidential, except to the extent disclosure is required by law if You do not wish to be videotaped, You may make arrangements to bit by telephone or a written bid or bid on Lyon & Turnbull Live instead. Unless we agree otherwise in writing, You may not videotape or record proceedings at any auction.

## 3. COPYRIGHT

We own the copyright in respect of all images, illustrations and written material produced by or for us relating to a Lot. (Including Catalogue entries unless otherwise noted in the Catalogue) You cannot use them without our prior written permission. We do not offer any guarantee that You will gain any copyright or other reproductions to the Lot.

## 4. ENFORCING THIS AGREEMENT

If a court finds that any part of this agreement is not valid or is illegal or impossible to enforce, that part of the agreement will be treated as deleted and the rest of this agreement will remain in force.

## 5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES

You may not grant a security over or transfer Your rights of responsibilities under these terms on the contract of sale with the Buyer unless we have given our written permission. This agreement will be binding on Your successors or estate and anyone who takes over Your rights and responsibilities.

## 6. REPORTING ON WWW.LYONANDTURNBULL.COM

Details of all Lots sold by us, including Catalogue disruptions and prices, may be reported on [www.lyonandturnbull.com](http://www.lyonandturnbull.com). Sales totals are Hammer Price plus Buyer's Premium and do not reflect any additional fees that may have been incurred. We regret we cannot agree to requests to remove these details from our Website.

## 7. SALE BY PRIVATE TREATY

(a) The same Conditions of Sale (Buyers) shall apply to sales by private treaty.

(b) Private treaty sales made under these Conditions are deemed to be sales by auction and subject to our agreed charges for Sellers and Buyers.

(c) We undertake to inform the Seller of any offers it receives in relation to an item prior to any Proposed Sale, excluding the normal method of commission bids.

(d) For the purposes of a private treaty sale, if a Lot is sold in any other currency than Sterling, the exchange rate is to be taken on the date of sale.

## 8. THIRD PARTY LIABILITY

All members of the public on our premises are there at their own risk and must note the lay-out of the premises, safety and security

arrangements. Accordingly, neither the Auctioneer nor our employees or agents shall incur liability for death or personal injury or similarly for the safety of the property of persons visiting prior to, during or after a sale.

## 9. DATA PROTECTION

Where we obtain any personal information about You, we shall use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) You may have given at the time Your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.lyonandturnbull.com](http://www.lyonandturnbull.com) or requested from Client Services, 33 Broughton Place, Edinburgh, EH1 3RR or by email from [data.enquiries@lyonandturnbull.com](mailto:data.enquiries@lyonandturnbull.com).

## 10. FORCE MAJEURE

We shall be under no liability if they shall be unable to carry out any provision of the Contract of Sale for any reason beyond their control including (without limiting the foregoing) an act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

## 11. LAW AND JURISDICTION

(a) Governing Law: These Conditions of Sale and all aspects of all matters, transactions or disputes to which they relate or apply shall be governed by, and interpreted in accordance with, Scots law

(b) Jurisdiction: The Buyer agrees that the Courts of Scotland are to have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Conditions of Sale relate or apply.

## K. DEFINITIONS & GLOSSARY

The following words and phrases used have (unless the context otherwise requires) the meaning to given to them below. The go Glossary is to assist You to understand words and phrases which have a specific legal meaning which You may not be familiar with.

### 1. DEFINITIONS

"Auctioneer" Lyon & Turnbull Ltd (Registered in Scotland No: 191166 | Registered address: 33 Broughton Place, Edinburgh, EH1 3RR) or it's authorised representative conducting the sale, as appropriate;

"Bidder" a person who has completed a Bidding Form

"Bidding Form" our Bidding Registration Form our Absentee Bidding Form or our Telephone Bidding Form.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to by the words "You" and "Your"

"Buyer's Premium" the sum calculated

on the Hammer Price at the rates stated in Catalogue.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation on our Website

"Condition Report" the report on the physical condition of a Lot provided to a Bidder or potential Bidder by us on behalf of the Seller.

"Estimate" a statement of our opinion of the range within the hammer is likely to fall.

"Hammer Price" the level of bidding reached (at or above any Reserve) when the Auctioneer brings down the hammer;

"High Cumulative Value of Lot" several Lots with a total lower Estimate value of £30,000 or above;

"High Value Lot" a Lot with a lower Estimate of £30,000 or above;

"Lot" each Item offered for sale by Lyon & Turnbull;

"Purchase Price" is the aggregate of Hammer Price and any applicable Buyer's Premium, VAT on the Hammer Price (where applicable), VAT on the Buyer's Premium and any other applicable expenses;

"Reserve" the lowest price below which an item cannot be sold whether at auction or by private treaty;

"Sale" the auction sale at which a Lot is to be offered for sale by us.

"Seller" the person who offers the Lot for Sale. We act as agent for the Seller.

"Total Amount Due" the Hammer Price in respect of the Lot sold together with any premium, Value Added Tax or other taxes chargeable and any additional charges payable by a defaulting Buyer under these Conditions;

"VAT" value added tax at the prevailing rate at the date of the sale in the United Kingdom.

"Website" Lyon & Turnbull's Website at [www.lyonandturnbull.com](http://www.lyonandturnbull.com)

### 2. GLOSSARY

The following have specific legal meaning which You may not be familiar with. The following glossary is intended to give You an understanding of those expressions but is not intended to restrict their legal meanings:

"Artist's Resale Right" the right of the creator of a work of art to receive a payment on Sales of that work subsequent to

"Knocked Down" when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"Lien" a right for the person who has possession of the Lot to retain possession of it.

"Risk" the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"Title" the legal and equitable right to the ownership of a Lot.



# GUIDE TO **BIDDING & PAYMENT**

## **REGISTRATION**

All potential buyers must register prior to placing a bid. Registration information may be submitted in person at our registration desk, by email, or on our website. Please note that first-time bidders, and those returning after an extended period, will be asked to supply the following documents in order to facilitate registration:

- 1 – Government issued photo ID (Passport/Driving licence)
- 2 – Proof of address (utility bill/bank statement).

We may, at our option, also ask you to provide a bank reference and/or deposit.

By registering for the sale, the buyer acknowledges that he or she has read, understood and accepted our Conditions of Sale.

## **BIDDING**

Registered bidders will be assigned a non-transferable bidder number. Once the first bid has been placed, the auctioneer asks for higher bids in increments determined by the auctioneer. All lots will be invoiced to the name and address given during your registration.

There will be no in-room bidding for this auction.

## **BIDDING OUTSIDE THE SALEROOM**

### **BY PHONE**

A limited number of telephone lines are available for bidding by phone through a Lyon & Turnbull representative. Phone lines must be reserved in advance. All bid requests must be received an hour before the sale. All telephone bids must be confirmed in writing, listing the relevant lots and appropriate number to be called. We recommend that a covering bid is also left in the event that we are unable to make the call. We cannot guarantee that lines will be available, or that we will be able to call you on the day, but will endeavour to undertake such bids to the best of our abilities. This service is available entirely at our discretion and at the bidder's risk.

### **IN WRITING**

Bid forms are available at the sale and/or the back of the catalogue. These should be submitted in person, by post, or by fax as soon as possible prior to the sale and we will bid on your behalf up to the limit indicated. In the event of receiving two identical bids the first one received will take precedence. All bids must be received an hour before the sale. This service is provided entirely at the bidder's risk.

### **ON THE INTERNET**

#### **- ABSENTEE BIDDING**

Leave a bid online through our website, call us on 0131 557 8844 or email [info@lyonandturnbull.com](mailto:info@lyonandturnbull.com)

#### **- BID LIVE ONLINE**

Bid live online, for free, with Lyon & Turnbull Live. Just click the button from the auction calendar, sale page or any lot page online to register.

## **PAYMENT**

Our accounts teams will continue to be available to process payments and answer queries. We will be able to accept online payments through our website and bank transfer. On-site payment facilities are available by appointment.

Payment is due within seven (7) days of the sale. Lots purchased will not be released until full payment has been received. Payment may be made by the following methods:

### **BANK TRANSFER**

Account details are included on any invoices we issue or upon request from our accounts department.

### **ONLINE CREDIT OR DEBIT CARD PAYMENTS**

We no longer accept card payments by phone. Please use our online payment service (provided by Opayo).

You will find a link to this service in any email invoice issued or you can visit the payments section of our website.

### **CASH**

No cash payments will be accepted for this auction.

### **COLLECTION OF PURCHASED LOTS**

Please refer to page 2 of this catalogue.









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